

DOCUMENTS

REFERRED TO

IN THE MESSAGE OF THE GOVERNOR,

AT THE

OPENING OF THE SESSION

OF THE

GENERAL ASSEMBLY.

Transmitted to the House, December 13, 1839.

SPRINGFIELD:

WILLIAM WALTERS, Public Printer.

1839.

DOCUMENTS.

SPRINGFIELD, *December 21, 1839.*

SIR: I have the honor herewith to transmit to the Senate a statement from the Secretary of the Board of Fund Commissioners, showing the amount of drafts paid by the Fund Commissioners from the 24th day of December, 1838, marked A, together with copies of the contracts for loans referred to in my message of Wednesday last, except document referred to marked C, which was to have been furnished me by the State Bank, and which has not yet been done; as soon however as it is procured it shall be transmitted.

Document marked D. referred to, being a copy of contract for \$500,000, between John Reynolds, agent for the State, and Anson H. Bangs on behalf of the Farmers' and Mechanics' Bank of Onondaga, State of New York, located at Fayetteville, is superseded by the accompanying document marked D.

The voluminous character of those documents and the necessity of carefully preserving the originals, prevented me from furnishing them to your honorable body at the time I transmitted my message.

I have the honor to be, Sir,

Your most obedient servant,

THOMAS CARLIN.

To the Honorable the SPEAKER
Of the Senate.

FUND COMMISSIONERS' OFFICE,

Springfield, 26th November, 1839.

Gov. THOMAS CARLIN,

DEAR SIR: You will please find herewith enclosed the statement made out, I trust, agreeably to your request and wishes, as far as documents in this office furnish the means. Not having received any accounts from the Bank of Philadelphia and New York, respecting the payments made by them for interest due on State Bonds in July last, I have not attempted to furnish any interest account.

The Fund Commissioners will meet here in time to have prepared by the meeting of the Legislature, a full and detailed report of all the vari-

ous transactions they have had with the banks of the eastern cities and banks of this State, and also an account of all the incidental expenses necessarily incurred during their absence from the State.

The Fund Commissioners have made arrangements for paying the interest becoming due (on State Bonds heretofore sold by them,) on the 1st January, 1840, and payable in Philadelphia and New York. They have requested me to inform you that no provisions had been made by them to pay the interest on the canal bonds, as they were informed by Colonel Mather that the Canal Commissioners had provided or would provide funds for that purpose.

I have the honor to be,

Most respectfully, your ob't serv't.,

WILLIAMSON GATEWOOD, *Sec'y.*

A.—STATEMENT showing the amount of drafts paid by the Fund Commissioners, to the Commissioners of the Board of Public Works, and also the amount paid to the Acting Commissioners in the several Judicial Circuits, and to each separate public work, since the 24th day of December, 1838.

FIRST JUDICIAL CIRCUIT.

Date.	By whom drawn.	No. of dr'ft.	Date of drafts.	To what work charged.	Amount paid.
1839.					
Jan. 22	Murray McConnell	179	Jan.	Alton and Hillsboro' railroad	\$4,608 29
22	Same	178	1	Central railroad	12,246 07
22	Same	180	1	Bloomington, Pekin, &c. railroad	11,945 80
22	Same	219	7	Northern Cross railroad	6,018 46
22	Same	216	7	Bloomington, Pekin, &c. railroad	1,190 00
22	Same	218	4	Same	1,412 70
22	Same	217	4	Northern Cross railroad	2,116 53
22	Same	221	7	Same	1,706 06
4	Same	223	31	Same	7,649 35
4	Same	222	31	Central railroad	7,194 13
5	Same	241	5	Northern Cross railroad	4,833 05
6	Same	240	6	Bloomington, Pekin, &c. railroad	1,055 70
25	Same	224	16	Northern Cross railroad	1,536 97
16	Same	225	16	Same	12,469 85
					<u>\$75,982 96</u>
March 4	Jesse B. Thomas	21	March	Northern Cross railroad	6,000 00
4	Same	25	4	Bloomington, Pekin, &c. railroad	4,000 00
23	Same	64	16	Northern Cross railroad	11,643 66
23	Same	60	18	Same	2,042 72
23	Same	59	18	Same	4,729 85
23	Same	58	16	Same	14,113 14
23	Same	62	22	Bloomington, Pekin, &c. railroad	2,868 53
1	Same	65	1	Same	1,723 80
2	Same	66	1	Northern Cross railroad	1,244 36
2	Same	67	1	Same	4,443 97
2	Same	68	1	Same	3,350 96

STATEMENT—Continued.

Date.	By whom drawn.	No. of dr'ft.	Date of drafts.	To what work charged.	Amount paid.
1839.			1839.		
April 9	Jesse B. Thomas	22	April 9	Northern Cross railroad -	9,740 64
9	Same	23	9	Bloomington, Pekin &c. railroad -	987 54
9	Same	24	9	Central railroad -	698 07
9	Same	36	9	Illinois river -	63 00
30	Same	53	30	Northern Cross railroad -	4,989 85
30	Same	52	30	Same -	6,795 75
2	J. B Thomas & H. Fellows	51	30	Same -	23,652 10
6	Jesse B. Thomas	69	30	Same -	4,222 92
8	Same	56	30	Same -	1,096 00
15	Same	55	30	Same -	6,630 00
17	Same	37	7	Bloomington, Pekin &c. railroad -	5,890 16
30	Same	39	30	Northern Cross railroad -	2,419 67
30	Same	38	30	Central railroad -	420 33
3	Same	63	3	Northern Cross railroad -	5,163 92
3	Same	64	3	Same -	5,950 00
5	Same	42	5	Same -	500 00
12	Same	54	12	Bloomington, Pekin &c. railroad -	2,736 12
12	Same	57	6	Northern Cross railroad -	3,621 49
13	Same	41	13	Same -	5,575 33
13	Same	40	13	Bloomington, Pekin &c. railroad -	1,207 17
13	Same	45	13	Central railroad -	278 33
21	Same	43	21	Bloomington, Pekin &c. railroad -	2,000 00
22	Same	46	22	Northern Cross railroad -	3,000 00
26	Same	44	26	Same -	2,500 00
18	Same	151	18	Same -	1,000 00
18	Same	152	18	Central railroad -	3,935 48
18	Same	153	18	Bloomington, Pekin &c. railroad -	13,500 00
7	Same	159	7	Central railroad -	302 68
29	Same	150	29	Northern Cross railroad -	19,347 00
1	Same	154	1	Central railroad -	282 00
					\$194,666 54

Amount charged to Alton and Hillsboro' railroad	-	-	\$4,608 29
Amount charged to Central railroad	-	-	25,357 09
Amount charged to Bloomington, Pekin &c. railroad	-	-	50,517 52
Amount charged to Illinois river	-	-	63 00
Amount charged to Northern Cross railroad	-	-	190,103 60
Amount paid January & Dunlap, contractors, by Fund Commissioners, in State bonds	-	-	200,000 00
			<u>\$470,649 50</u>

SECOND JUDICIAL DISTRICT.

Date.	By whom drawn.	No. of dr'ft.	Date of drafts.	To what work charged.	Amount paid.
1839.			1838.		
Jan. 22	William Kinney	205	Dec. 25	Alton and Shawneetown railroad	\$4,436 35
22	Same	259	22	Alton and Mount Carmel railroad	1,017 57
22	Same	261	1839.		
22	Same	262	Jan. 5	Same -	1,365 04
22	Same	263	5	Same -	1,130 37
22	Same	276	8	Great Western mail route	1,563 50
24	Same	237	11	Central railroad	1,116 56
13	Same	238	22	Great Western mail route	9,724 92
16	Same	276	13	Alton and Mount Carmel railroad	7,123 49
23	Same	216	16	Central railroad	1,943 74
1	Same	277	23	Kaskaskia river	2,243 26
2	Same	279	1	Alton and Mount Carmel railroad	529 80
2	Same	278	1	Great Western mail route	1,637 75
				Alton and Mount Carmel railroad	1,013 42
					<u>\$34,845 77</u>
4	John Hogan	1	4	Alton and Mount Carmel railroad	3,595 91
4	Same	1	4	Alton and Shelbyville railroad	10,000 00
14	Same	3	8	Same -	1,257 66
25	Same	7	14	Great Western mail route	1,621 48
25	Same	6	14	Same -	728 25
25	Same	5	14	Same -	812 39

STATEMENT—Continued.

Date.	By whom drawn.	No. of dr'ft.	Date of drafts.	To what work charged.	Amount paid.
1839.			1838.		
March	John Hogan	8	March	Alton and Mount Carmel railroad	768 45
April	Same	2	8	Alton and Shelbyville railroad	3,898 40
	Same	4	12	Same - - -	1,124 40
	Same	3	5	Same - - -	4,969 48
	Same	2	5	Alton and Mount Carmel railroad	1,621 78
	Same	10	4	Great Western mail route	513 80
	Same	11	4	Same - - -	887 70
	Same	9	4	Same - - -	506 80
	Same	13	4	Alton and Mount Carmel railroad	2,606 34
	Same	12	5	Alton and Shelbyville railroad	1,007 20
	Same	15	8	Alton and Mount Carmel railroad	6,285 11
May	Same	16	8	Same - - -	1,071 99
	Same	14	8	Same - - -	2,239 51
	Same	5	18	Alton and Shelbyville railroad	3,731 08
	Same	6	18	Central railroad	1,029 59
	Same	7	18	Great Western mail route	731 63
	Same	8	18	Alton and Mount Carmel railroad	3,411 59
	Same	9	18	Alton and Shawneetown railroad	2,237 42
June	Same	273	30	Alton and Shelbyville railroad	6,304 10
	Same	22	28	Alton and Shawneetown railroad	814 57
	Same	17	28	Great Western mail route	1,671 28
	Same	279	30	Alton and Mount Carmel railroad	1,115 39
	Same	277	30	Alton and Shelbyville railroad	645 60
	Same	276	30	Same - - -	595 06
	Same	272	29	Alton and Mount Carmel railroad	1,382 77
	Same	274	30	Alton and Shelbyville railroad	2,623 76
	Same	25	29	Alton and Mount Carmel railroad	1,713 36
	Same	275	30	Alton and Shelbyville railroad	3,083 17
	Same	281	5	Alton and Mount Carmel railroad	932 24
	Same	23	28	Same - - -	920 11
	Same	24	28	Same - - -	880 00
	Same	18	28	Great Western mail route	866 49

STATEMENT—Continued.

Amount charged to Alton and Shelbyville railroad	-	-	-	\$51,921 90
Amount charged to Kaskaskia river	-	-	-	4,043 26
Amount charged to Central railroad	-	-	-	5,412 77
Amount charged to Alton, Shawneetown and Mount Carmel railroad	-	-	-	86,945 33
Amount charged to Great Western mail route	-	-	-	36,255 91
Amount paid by Fund Commissioners for land entered by William Kinney, not charged to any road	-	-	-	25,079 35
				<u>\$209,658 52</u>

THIRD JUDICIAL DISTRICT.

Date.	By whom drawn.	No. of dr'ft.	Date of drafts.	To what work charged.	Amount paid.
1839.			1839.		
Jan. 22	Elijah Willard	206	Jan. 14	Central railroad -	\$7,621 20
22	same	203	Dec. 22	Alton and Shawneetown railroad	3,500 00
22	same	204	22	Central railroad -	2,500 00
24	same	212	1839.	same	6,000 00
4	same	207	Jan. 24	Alton and Shawneetown railroad	5,809 30
14	same	220	Feb. 4	Central railroad -	5,809 30
14	same	211	Jan. 14	same	1,341 42
6	same	67	Feb. 13	same	8,737 57
19	same	267	March 6	same	1,618 31
19	same	268	14	Alton and Shawneetown railroad	613 43
19	same	269	14	same	1,928 82
19	same	270	14	same	2,368 35
4	same	266	14	same	1,029 40
4	same	271	22	Central railroad -	5,200 08
13	same	259	23	same	1,929 99
13	same	261	3	Alton and Shawneetown railroad	660 20
			3	same	

STATEMENT—Continued.

FOURTH JUDICIAL CIRCUIT.

Date.	By whom drawn.	No. of dr'ft.	Date of drafts.	To what work charged.	Amount paid.
1839.			1839.		
Jan. 22	M. K. Alexander	202	Jan. 5	Alton and Mount Carmel railroad	\$10,000 00
22	same	184	1838.		
Feb. 5	same	185	Dec. 16	Central Branch railroad	1,589 70
			15	same	1,071 79
6	same	244	1839.		
6	same	245	Jan. 26	Alton and Mount Carmel railroad	1,818 26
11	same	191	26	same	2,145 69
11	same	183	Feb. 11	Central railroad	1,960 92
15	same	200	1	Central branch railroad	1,351 62
12	same	201	15	Alton and Mount Carmel railroad	2,000 00
16	same	249	12	same	5,000 00
22	same	199	16	Great Western mail route	5,156 60
6	same	52	22	Central branch railroad	1,000 00
23	same	126	March 6	Northern Cross railroad	8,000 00
23	same	127	15	same	642 51
23	same	128	15	same	1,911 12
1	same	107	15	same	3,283 45
1	same	108	19	Alton and Mount Carmel railroad	2,327 95
4	same	129	19	same	3,053 11
8	same	53	23	Central branch railroad	963 21
10	same	120	5	same	10,000 00
10	same	118	23	same	548 36
10	same	117	23	same	1,071 97
15	same	136	23	same	600 34
15	same	119	23	same	722 89
15	same	110	23	same	1,256 14
15	same	109	May 1	Alton and Mount Carmel railroad	1,795 82
15	same	111	1	same	2,134 44
15	same	112	1	same	908 38
15	same		1	Great Wabash river	557 00

Amount charged to Alton and Mount Carmel railroad	-	-	-	43,467 57
Amount charged to Central Branch railroad	-	-	-	42,715 73
Amount charged to Central railroad	-	-	-	2,877 97
Amount charged to Great Western mail route	-	-	-	15,696 66
Amount charged to Great Wabash river	-	-	-	10,615 00
Amount charged to Northern Cross railroad	-	-	-	47,061 30
				<u>\$162,434 23</u>

FIFTH JUDICIAL CIRCUIT.

Date.	By whom drawn.	No. of dr'ft.	Date of drafts.	To what work charged.	Amount paid.
1839.			1839.		
Jan. 22	Joel Wright	231	Jan. 10	Peoria and Warsaw railroad	\$6,800 00
22	same	133	Nov. 20	same	1,300 33
22	same	260	Dec. 24	same	1,765 00
Feb. 9	same	265	Feb. 1	same	1,612 43
9	same	267	1	same	5,179 56
					<u>\$16,657 32</u>
March 4	Hart Fellows	26	March 4	Peoria and Warsaw railroad	5,000 00
5	same	27	4	Northern Cross railroad	5,000 00
April 5	same	71	1	Peoria and Warsaw railroad	4,428 49
5	same	72	1	same	6,271 95
6	same	73	31	Northern Cross railroad	2,679 20
11	same	75	8	same	7,853 57
20	same	74	8	same	2,398 61
20	same	76	15	Peoria and Warsaw railroad	2,636 35

May	20	same	77	May	15	same	-	-	-	1,843 98
	9	same	80		1	same	-	-	-	1,266 22
	9	same	82		1	same	-	-	-	1,615 45
	9	same	81		1	same	-	-	-	513 14
	9	same	79		1	same	-	-	-	2,482 65
	9	same	83		1	Northern Cross railroad	-	-	-	1,382 44
	9	same	84		1	same	-	-	-	1,492 77
	27	same	78		1	same	-	-	-	3,037 24
June	3	same	28	June	3	same	-	-	-	2,928 93
	3	same	29		3	Peoria and Warsaw railroad	-	-	-	6,334 45
	3	same	30		3	Northern Cross railroad	-	-	-	5,570 79
	13	same	128		3	Illinois river	-	-	-	10,000 00
	13	same	31		13	Northern Cross railroad	-	-	-	3,137 23
	13	same	129		13	Peoria and Warsaw railroad	-	-	-	2,062 77
	30	same	34		30	Rushville and Erie railroad	-	-	-	600 00
Oct.	3	same	33	Oct.	3	Peoria and Warsaw railroad	-	-	-	7,947 00
Sept.	19	same	130	Sept.	19	Illinois river	-	-	-	6,553 00
Oct.	26	same	166	Oct.	26	Peoria and Warsaw railroad	-	-	-	16,688 50
	26	same	167		26	Northern Cross railroad	-	-	-	12,864 82
										<u>\$124,589 55</u>

Amount charged to Peoria and Warsaw railroad	-	-	-	75,748 27
Amount charged to Northern Cross railroad	-	-	-	48,345 60
Amount charged to Illinois river	-	-	-	16,553 00
Amount charged to Rushville and Erie railroad	-	-	-	600 00
				<u>\$141,246 87</u>

STATEMENT—Continued.
SIXTH JUDICIAL CIRCUIT.

Date.	By whom drawn.	No. of dr'ft.	Date of drafts.	To what work charged.	Amount paid.
1839.					
Jan. 22	John Dixon	221	Jan. 9	Central railroad	\$3,000 00
24	same	224	23	Rock river	6,000 00
April 6	same	156	22	Central railroad	995 82
6	same	155	22	same	1,140 69
6	same	152	22	same	2,093 49
6	same	153	22	same	1,667 20
6	same	154	22	same	2,248 25
6	same	150	22	same	2,007 59
6	same	137	22	same	1,767 83
13	same	139	6	Rock river	13,000 00
13	same	144	April	same	2,284 37
15	same	63	1	same	1,400 00
15	same	65	15	Central railroad	14,000 00
15	same	66	15	Rock river	11,600 00
June 13	same	49	13	Central railroad	4,000 00
13	same	89	13	same	553 43
13	same	48	1	same	3,670 00
Sept. 19	same	50	30	same	1,000 00
Oct. 4	same	47	4	same	9,830 00
4	same	105	4	same	4,561 74
12	same	102	18	same	581 05
12	same		29	same	1,866 23
Nov. 8	same	95	13	same	1,033 47
8	same	96	13	same	1,025 76
8	same	99	8	same	1,700 06
18	same	104	29	same	4,185 69
20	same	64	20	same	2,000 00
					<u>\$99,212 67</u>

Amount charged to Central railroad	-	-	-	-	64,928 30
Amount charged to Rock river	-	-	-	-	34,284 37
					<u>\$99,212 67</u>

SEVENTH JUDICIAL CIRCUIT.

Date.	By whom drawn.	No. of dr'ft.	Date of drafts.	To what work charged.	Amount paid.
1839.			1839.		
March	Ebenezer Peck	11	March	Central railroad	\$9,700 00
April	same	26	8	same	1,304 75
	same	29	9	same	1,802 31
	same	28	10	same	9,824 78
	same	11	8	same	2,028 49
	same	30	2	same	2,312 00
	same	31	3	same	709 37
	same	33	10	same	2,010 27
	same	42	1	same	2,190 70
	same	32	7	same	1,413 55
	same	41	10	same	666 66
	same	36	29	same	10,856 41
May	same	40	29	same	4,819 03
	same	39	30	same	4,844 05
	same	38	29	same	3,805 37
June	same	37	3	same	9,194 60
	same	34	3	same	4,532 70
	same	35	3	same	5,805 60
	same	43	3	same	1,660 14
	same	20	3	same	6,250 00
Sept.	same	13	27	same	13,500 00
Oct.	same	14	4	same	1,000 00
	same	15	4	same	30,214 00
					<u>\$130,440 78</u>

STATEMENT—Continued.

RECAPITULATION.

Amount charged to Alton and Hillsboro' railroad	-	\$56,530 19	
Amount charged to Central railroad	-	280,755 88	
Amount charged to Bloomington, Pekin &c. railroad	-	50,517 52	
Amount charged to Illinois river	-	16,616 00	
Amount charged to Northern Cross railroad	-	485,510 50	
Amount charged to Kaskaskia river	-	4,043 26	
Amount charged to Alton, Shawneetown and Mount Carmel railroad	-	194,046 73	
Amount charged to Great Western mail route	-	51,952 57	
Amount charged to Little Wabash river	-	41,000 00	
Amount charged to Central Branch railroad	-	42,715 00	
Amount charged to Great Wabash river	-	10,615 00	
Amount charged to Peoria and Warsaw railroad	-	75,748 27	
Amount charged to Rushville and Erie railroad	-	600 00	
Amount charged to Rock river	-	34,284 37	
Amount paid by the Fund Commissioners for lands entered by William Kinney, not charged to any particular work	-	25,079 35	
			<hr/>
Aggregate paid by the Fund Commissioners, upon drafts and orders of the Commissioners of the Board of Public Works since the 24th December, 1838	-		1,370,014 64
Amount paid under the Internal Improvement acts of the General Assembly, passed in 1837, and 1839, to counties which no railroad or canal passes through, since 24th December, 1838	-		47,281 99
Amount paid to the Commissioners of the Illinois and Michigan canal, under the act of Assembly, passed January 22, 1839	-		300,000 00
			<hr/>
Amount of disbursements, as far as accounts have been received at this office	-		\$1,717,296 63

NOTE.—The foregoing statement will not exhibit correctly the amount disbursed on each of the different public works. The drafts of the acting commissioners of public works, always state for what work the money is drawn, but they, the commissioners, frequently pay it out to other works than the one mentioned in the draft. All the accounts for disbursements actually made on each separate work are kept in the Central office, and will be furnished to you by the Secretary of the Board of Public Works.

STATEMENT—Continued.

STATEMENT showing the amount of funds remaining on hand on the 24th day of December, 1838; the amount that has become available since that period; also, the amount of State Bonds disposed of by the Fund Commissioners, as far as the accounts have been received at this office.

1838.			
Dec. 24	Amount remaining in the different deposite banks	-	\$1,019,604 04
1839.			
Jan. 1	Do of dividends received from the Bank of Illinois	-	35,000 00
July 1	Do " do " " do	-	40,000 00
June 12	Do " do " " State Bank of Illinois	-	80,000 00
July 1	Amount to the credit of the Fund Commissioners in the U. S. Bank, being 1st instalment on a sale of State bonds made by Canal Commissioners to the New York Banking Company	- - - - -	50,000 00
Oct.	Amount to the credit of Fund Commissioners in the Bank of Illinois, being the 2d and 3d instalments on said loan by the New York Banking Company	- - -	100,000 00
	Amount to the credit of the Fund Commissioners in the Bank of Illinois, for interest and premium on exchange	-	8,514 55
May	Amount of State bonds sold by the Fund Commissioners to the New York Banking Company	- - -	283,000 00
Sept. 12	Amount of State bonds sold by the Fund Commissioners to the Farmers' & Mechanics' Bank of Onandaga, N. Y.		250,000 00
Oct. 2	Amount of State bonds sold and delivered to same bank		50,000 00
2	Amount of State bonds sold to the Bank of Commerce, at Buffalo, New York.		100,000 00
2	Amount of State bonds sold to the Erie county Bank, at Buffalo, New York	- - - - -	100,000 00
2	Amount of State bonds sold to the Commercial Bank, at Buffalo, New York	- - - - -	100,000 00
2	Amount of State bonds sold to the Atlantic Bank in the city of New York	- - - - -	150,000 00
June 12	Amount of State bonds sold to Messrs. January & Dunlap, contractors on the Northern Cross railroad	- -	100,000 00
Sept.	Amount of State bonds sold to the same gentlemen	-	100,000 00
			<hr/> \$2,566,118 59

Col. Mather, on his return from New York, placed to the credit of the Fund Commissioners in the State Bank of Illinois, the sum of \$30,000, which was paid in New York, from some of the late loans made by the Fund Commissioners, \$25,000 of the same has been paid to the Bank of Illinois, in part for advancements by that institution to the Commissioners of the Board of Public Works, and the Fund Commissioners are making arrangements to reimburse the whole amount so advanced by said Bank.

NOTE.—Mr. Tillson writes me from New York, October 26, that the Farmers' and Mechanics' Bank of Onandaga, New York, had not, up to that date, made any payment under the contract for the 250 State Bonds, the first instalment was due on the first of October last.

Certificates of the Secretary of the Board of Public Works.

FUND COMMISSIONERS' OFFICE,
Springfield, November 26, 1839.

I certify that the foregoing statements contain a true account of all the disbursements and receipts of the Fund Commissioners since the 24th December last, as far as the accounts have been received at this office, and also all loans obtained and reported by them since that period.

WILLIAMSON GATEWOOD, *Sec. B. F. C.*

FUND COMMISSIONERS' OFFICE,
Springfield, December 10, 1839.

I would further state, that since furnishing the above, the Fund Commissioners have filed in this office a contract made with Messrs. Wright & Co., in London, by which the Fund Commissioners are bound to forward to that house, bonds to the amount of \$1,500,000, by the first day of January next, (and which have been already forwarded) that being the amount of requisitions made by the Board of Public Works for the year 1839. By a construction of the Internal Improvement laws, (in England,) it was believed that the Fund Commissioners were not authorized to contract for a larger amount than the requisition called for. For the balance of \$4,000,000, (say \$2,500,000,) a conditional contract is also filed in this office, to be completed when requisitions have been made by the Board of Public Works for that amount. On receipt of the \$1,500,000 in bonds by Messrs. Wright & Co., the Fund Commissioners are authorized to make drafts on them for £50,000 sterling. The Fund Commissioners have also filed in this office a contract made with Messrs. Thompson & Forman, of London, by which they are bound to furnish 9,500 tons railroad iron at £9 10 00 sterling per ton, the first shipment to be made (say to the amount of £10,000,) so soon as the above bonds are received by Messrs. Wright & Co. The contracts are so made that all the bonds are to produce to the State of Illinois, par.

WILLIAMSON GATEWOOD, *Sec B. F. C.*

B.

Contract with John Delafield for the loan of \$300,000.

Article of agreement, made this twenty-third day of April, in the year one thousand eight hundred and thirty-nine, between Moses M. Rawlings and John Reynolds, Commissioners appointed by the Governor of the State of Illinois, to effect the sale of certain bonds hereinafter described, parties of the first part, and John Delafield, of the city and State of New York, banker, party of the second part, witnesseth: That the said parties of the first part, by virtue of the power and authority in them vested, and for and in consideration of the covenants and agreements on the part and behalf of the said party of the second part, hereinafter expressed, to be kept and performed, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over unto the said John Delafield three hundred bonds or certificates of State indebtedness, issued by the State of Illinois, numbered from ——— to ——— both inclusive, each for the sum of one thousand dollars, and of the tenor and effect following, viz:

Know all men by these presents, that there is due from the State of Illinois, to the State Bank of Illinois, or bearer, one thousand dollars, lawful money of the United States, with interest at the rate of six per centum per annum, payable half yearly on the first Mondays of January and July, at the Bank of the United States in Philadelphia, or at its agency in New York, at the option of the holder; on the presentation and surrender of the annexed warrants; the principal is reimbursable at either of the above places at the pleasure of the State, after the year one thousand eight hundred and sixty; for the performance of all which the faith of the State of Illinois is irrevocably pledged, as also the property, tolls and revenue of the Illinois and Michigan canal, agreeably to an act entitled "An act for the construction of the Illinois and Michigan canal," approved the ninth of January one thousand eight hundred and thirty-six, and which said bonds are signed by the Governor, Auditor and Treasurer of the State of Illinois, and have the seal of the said State affixed, and bear date the first day of July, one thousand eight hundred and thirty-seven, to have and to hold the said bonds and the money thereby secured or intended to be, with the interest, and all the right, title, and interest appertaining thereto, or in anywise appertaining, unto the said John Delafield, his executors, administrators, and assigns, to his and their own proper use, benefit and behoof forever; and the said parties of the first part have made, constituted and appointed, and do hereby make, constitute and appoint the said John Delafield their true and lawful attorney for the said State Bank of Illinois, and in its name, place and stead, to do all necessary and proper acts for collecting the said bonds and interest when payable according to the tenor and effect thereof, and in case of default therein, to take all proper means and ways to recover the amount secured thereby, or intended to be, and the interest thereon. And the said parties of the first part further covenant and agree that interest shall commence

running on the said bonds in favor of the holders thereof from the day of their delivery to said party of the second part, and that they shall be delivered to the party of the second part in New York, on or before the tenth day of June next. And the said party hereto of the second part, for and in consideration of the premises, and of one dollar to him in hand paid by the said parties of the first part, the receipt whereof is hereby acknowledged, does in like manner covenant and agree to and with the said parties of the first part, that, upon the delivery to him of the said bonds in due form and properly executed, he will give therefor the sum of three hundred thousand dollars, and pay the same in manner following, that is to say—first, that within fifteen days after the delivery to him of the said bonds in manner aforesaid, he will place to the credit of M. M. Rawlings, as Fund Commissioner of the State of Illinois, in the New York Banking Company of the city of New York, the sum of fifty thousand dollars subject to be drawn for by the party entitled so to do by drafts on said Banking Company, at not less than ten days sight.

Secondly. That he will pay at New York aforesaid, the further sum of fifty thousand, part of said three hundred thousand dollars to said Bank of Illinois, or its authorized agent, on the first day of August next, in bank notes of some bank or banking association of the city of New York, of denomination not exceeding ten dollars, and in such proportion as regards the denomination, as the said party of the second part may choose.

Thirdly. That in manner, and at the place last mentioned, he will pay the further sum of fifty thousand dollars on the first day of September next; the further sum of fifty thousand dollars on the first day of October next; the further sum of fifty thousand dollars on the first day of November next; and the remainder, to wit, the sum of fifty thousand dollars, on the first day of January, in the year one thousand eight hundred and forty.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

M. M. RAWLINGS, *for the State of Illinois.* [L. S.]

JOHN REYNOLDS, *Agent for State of Illinois.* [L. S.]

J. DELAFIELD, [L. S.]

Sealed and delivered in presence of }
EDGAR S. VAN WINKLE. }

Contract with the Bank of the United States for the loan of \$1,000,000.

This agreement, made at Philadelphia, this 29th day of April, 1839, witnesseth: That the undersigned commissioners, duly empowered in pursuance of law by the Governor of the State of Illinois, have this day sold, and the undersigned, Thomas Dunlap, has bought one million of dollars of the Illinois and Michigan canal stock, to be issued in sterling bonds of £225 each, with coupons attached for the payments of the interest annually, at six per centum; interest to commence on the first day of July, 1839; said bonds reimbursable by the State of

Illinois on the first day of July, 1870, both principal (at the rate of 4 — 6 sterling to the dollar) and interest payable at the banking house of the agency of the Bank of the United States in London; and the said commissioners agree to deliver to the said Thomas Dunlap, in Philadelphia, the whole of the said bonds for one million of dollars, as above, as soon as they can be executed and returned, not exceeding forty-five days from this date; and the said Thomas Dunlap agrees to pay to the said commissioners for the use of the State of Illinois, or to their order for the said stock, the sum of one million of dollars in ten equal instalments of one hundred thousand dollars each, monthly; the first monthly payment of \$100,000 to be made on the delivery of the whole of the said bonds; said payments to be made without interest, and to be made in ten dollar notes of the Bank of the United States, which notes shall be disbursed, under the direction of the said commissioners, on the public works of their State, in actual payments to those employed thereon. Executed in good faith, at the city of Philadelphia, this twenty-ninth of April, A. D. 1839. Witness our hands as above described.

M. M. RAWLINGS, } *Commissioners*
 JOHN REYNOLDS, } *State of Illinois.*
 J. DUNLAP,

Witness present, }
 THOMAS S. TAYLOR. }

April 29, 1839. The said Thomas Dunlap has this day advanced to us, in consequence of the pressing demands of the work on the canal, the sum of one hundred thousand dollars, the first instalment mentioned in the foregoing memorandum of contracts in anticipation of the delivery of the bonds, and we hereby acknowledge the receipt of the said \$100,000, and agree for ourselves and our constituents, that interest upon this sum, at the rate of six per cent., shall be allowed to the said Thomas Dunlap, from this date until the delivery of the whole of the bonds is made to him and credited upon, and deducted from his second monthly payment under the foregoing contract; and in the event of any accident preventing the delivery of the said bonds, we bind ourselves and the State of Illinois to return to the said Thomas Dunlap the said sum of \$100,000, with lawful interest until paid. Witness our hands, the date last above mentioned.

M. M. RAWLINGS, } *Commissioners of*
 JOHN REYNOLDS, } *the State of Illinois.*
 J. DUNLAP,

Witness present }
 THOMAS S. TAYLOR. }

On behalf of the Bank of the United States, I do hereby guarantee the faithful performance of the foregoing contract by the said Thomas Dunlap.

J. CONPERTHWART, *Cashier.*

Philadelphia, April 29, 1839.

D.

Article of agreement between John Reynolds, Agent for the State, and the President, Directors & Company, of the State Bank of Illinois.

An article of agreement made and entered into this eighteenth day of September, one thousand eight hundred and thirty-nine, by and between John Reynolds, agent for and on part of the State of Illinois, appointed by the Governor of said State, by authority of an act of the General Assembly, passed on the twenty-third day of February, of this same year, and entitled "An act to provide for loan for canal purposes," of the one part, and the President, Directors and Company of the State Bank of Illinois, of the other part, witnesseth: That the said John Reynolds agrees and binds the State aforesaid, to deliver to the said President, Directors and Company of said Bank in the State of Illinois, at their banking-house in Springfield, or their agent in the city of New York, at their choice, sterling bonds of the said State of Illinois, to the amount of one million of dollars, to be delivered as aforesaid on or before the first of January next, for safe keeping, and to be disposed of as himself, agent, or by the parties to this contract, said bonds being and containing two hundred and twenty-five pounds each, of British currency, equal to one thousand dollars currency of the United States, and containing a blank for the place of paying the principal and interest, said interest being at the rate of six per cent. per annum, and the said bonds payable in the year eighteen hundred and seventy; the said John Reynolds agrees further on the part of the State with the President, Directors and Company of said bank, to pay the principal at in the said city of New York as said bonds are due and payable; and the interest semi-annually on said bonds after the interest accrues on them at the place mentioned above in the said city of New York, the bank paying the interest on the State furnishing the means to do it in funds current in said city.

In consideration thereof, the said President, Directors and Company of the State Bank of Illinois, agree and bind the said bank to pay to the Governor of said State of Illinois, or his agent, one million of dollars of the paper of said bank in post notes thereof, at the following periods and in the following manner, to wit: on the first days of the months of January, February and March next, fifty thousand dollars, on each of those days, amounting in all to one hundred and fifty thousand dollars of said notes of said bank; on the first days of the months of April, May, June, July, August, September, and October next, in the year eighteen hundred and forty, seventy-five thousand dollars on each of said days, amounting in all to the sum of five hundred and twenty-five thousand dollars of said notes; on the first days of the months of November and December, in said year eighteen hundred and forty, fifty thousand dollars on each of said days, amounting in all to one hundred thousand dollars of said notes; on the first days of January and February, in the year eighteen hundred and forty-one, fifty thousand dollars on each of said days, amounting in all to one hundred thousand dollars of said notes; and on the first day of March of said year, seventy-five

thousand dollars of said notes; and on the first day of April of said year, fifty thousand dollars of said notes; all of which said instalments, amounting to one million of dollars as aforesaid; said notes are to be payable six months from and after demand, and at any time on one thousand dollars of said notes being presented, the same may be paid in the bonds of the State at par, at the option of the holder, and the same to be received at all times by the Bank for debts due the Bank; said payments, as abovementioned, are to be made at the State Bank at Springfield, Illinois, or at such of the Banks thereof in said State, as the Governor of the State and the Bank may agree upon.

It is further agreed by said parties that the interest on said bonds of the State, is to commence accruing and running from and after the respective periods when said instalments are paid by the Bank to the State, so that the State pays no interest on said bonds until the respective payments are made.

It is further agreed by said parties that the said bonds are to remain in the custody of said Bank until the respective payments are made under the stipulation of this contract, and then the amount so paid for to be delivered over to the said Bank for the payment of the amount, and then and not before, to become the property of the Bank. The safe-keeping and delivery of the bonds are to be done free of expense to the State, at any of the said Banks; and may have the sterling bonds exchanged for dollar bonds on paying the necessary expenses for the same and delivering the sterling bonds to the State in lieu of the others.

It is further agreed that if from any cause said notes should depreciate so as not to answer the purposes of paying the contractors and other disbursements of the canal, the Governor, in such case, may annul this contract. In testimony whereof, the said agent of the State, and President of said Bank have hereunto set their names.

JOHN REYNOLDS, [L. s.]
 THOMAS MATHER, *P. S. B. of Ill.* [L. s.]

Whereas, Thomas Mather on the part of the State Bank of Illinois, and John Reynolds as agent for the State of Illinois, have, on the eighteenth inst., proposed a certain contract for the sale of one million of State bonds to carry on the works of the canal in said State, to the Governor of said State for his approval, and to the Bank at Springfield, also, for their ratification, in case either of the parties does not approve of said contract, the same is null and void.

THOMAS MATHER, [L. s.]
 JOHN REYNOLDS, *Ag't for the State,* [L. s.]

September 19th, 1839.

Article of agreement between John Reynolds and Anson H. Bangs.

An agreement made and entered into this nineteenth day of September, one thousand eight hundred and thirty-nine, by and between John

Reynolds, agent for the State of Illinois, of the one part, and Anson H. Bangs, President of the Bank United States at Syracuse, State of New York, of the other part, witnesseth: That the said John Reynolds agrees and binds the State of Illinois to deliver to the said bank, one hundred bonds of the State of Illinois, for the Illinois and Michigan canal on the first day of December next, and twenty-five bonds every thirty days thereafter, until the whole number shall amount to five hundred bonds sterling money of Great Britain, containing each one, two hundred and twenty-five pounds sterling, equal to one thousand dollars United States currency. The interest on said bonds is to be six per cent. per annum, payable quarter-yearly, at the Bank of the United States in New York city. The principal is reimbursable at the pleasure of the State of Illinois, after the year eighteen hundred and sixty; said bank is to pay the State of Illinois twenty-five thousand dollars on the first day of February, eighteen hundred and forty, and twenty-five thousand dollars at the end of every thirty days thereafter, until the whole sum shall amount to five hundred thousand dollars in current bank notes of the State of New York, of the denomination of five dollars, which are to be taken to the State of Illinois, and paid out to the contractors on the canal in said State; said bank reserves the privilege of making the payments when they become due, in notes of the State Bank of Illinois, or the Illinois Bank at Shawneetown, the principal on said bonds is payable when due in the city of New York. It is understood, if it should become necessary to guarantee to the State of Illinois, the delivery of the above notes, the bank is to give the Governor of the State of Illinois, or his agent, satisfactory security. In testimony whereof, the said John Reynolds as agent, and the said Anson H. Bangs, on the part of said bank, has signed, sealed and delivered this agreement.

JOHN REYNOLDS, *Agent.* [L. S.]
 ANSON H. BANGS, [L. S.]

Witnessed, in presence of }
 HENRY W. DEPUY. }

Article of agreement between John Reynolds, agent, and Anson H. Bangs, on behalf of the Farmers' and Mechanics' Bank, Onandaga, New York.

An agreement made and entered into this nineteenth day of September, eighteen hundred and thirty-nine, by and between John Reynolds, agent for the State of Illinois, of the one part, and Anson H. Bangs, on behalf of the Farmers' and Mechanics' Bank of Onandaga, State of New York, located at Fayetteville, of the other part, witnesseth: That the said John Reynolds agrees and binds the State of Illinois to deliver to the said Anson H. Bangs, at said Bank, fifty State bonds of the State of Illinois, on the first day of February, 1840, and fifty bonds every sixty days thereafter, until the whole shall amount to five hundred bonds, sterling money of Great Britain, containing each one, two hundred and twenty-five pounds sterling, equal to one thousand dollars United States currency; the interest on said bonds at six per cent. per annum,

payable quarterly; said interest is to be paid at the said Farmers' and Mechanics' Bank until the whole amount is paid, and after that period the interest and principal are to be paid in the city of New York, at such place as said Bank may designate; said Bank is to pay fifty thousand dollars on the first day of April, 1840, and fifty thousand dollars at the end of every sixty days thereafter, until the whole sum shall amount to five hundred thousand dollars; the interest on said bonds to be paid quarterly by the said Bank, free of charge to the State of Illinois, on the State furnishing the amount of money for the same, during, and until the said bonds are paid for, and after that time, quarterly in the city of New York, the said Bank paying the same without charge, as above mentioned, on the State furnishing the money as aforesaid. On condition thereof, the said Anson H. Bangs, on behalf of said Bank, agrees and binds said Bank to pay and deliver to the Governor of the State of Illinois, or his agent, at said Bank on the first day of April, 1840, fifty thousand dollars in notes of said Bank, and the same sum of money to be paid at the end of every sixty days thereafter, until the whole shall be paid, amounting in all to five hundred thousand dollars; said notes are to be on demand and current in the State of New York and Illinois, and one half of said payments may be of a denomination of below five dollars, which are to be paid out by the State of Illinois to the contractors on the line of the canal; it is understood, if it should become necessary to guarantee to the State of Illinois the delivery of the above notes, the said Bank is to give the Governor, or his agent, satisfactory security. In testimony whereof, the said John Reynolds, as agent, and the said Anson H. Bangs, on the part of the said Bank, have signed, sealed and delivered this agreement.

JOHN REYNOLDS, *Agent.*

ANSON H. BANGS, *on behalf of the Bank.*

Witness in presence of }
 ADDISON PRATT, }
 THOMAS MATHER. }

Bangs' and Reynolds' conditions, &c.

WHEREAS, Anson H. Bangs, on behalf of the Farmers' and Mechanics' Bank at Fayetteville, in the State of New York, and John Reynolds, on the part of the State of Illinois, have written and signed a contract for the sale of five hundred State bonds, of one thousand dollars each to said bank, on the 19th September, 1839, and the same contract is laid before the Governor of the State of Illinois for his approval, and until he gives his assent to the same it is not binding on either party.

ANSON H. BANGS, *in behalf of the Bank,* [L. s.]

JOHN REYNOLDS, *Agent.* [L. s.]

September 19, 1839.

A. H. Bangs to John Reynolds.

ASTOR HOUSE, NEW YORK,
September 21, 1839.

HON. JOHN REYNOLDS,

DEAR SIR: Since you have left I have seen the law in relation to small bills, and am satisfied that it would be inconsistent with your laws for the Governor to ratify the contract, and you may hereby consider that part of it void. Since your departure, Mr. Tillson has returned. I am at present dissatisfied with his course, and if he does not do as I think he ought to, he cannot have the funds; if he should not, I am ready to take your bonds as soon as you can deliver them. I wish you to write to me in relation to our affair at Fayetteville.

Your friend,

A. H. BANGS.